

CHINA.

THE



MAIL.

Established February, 1845,

With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

VOL. XXXV. No. 4964.

號五月六年九十七百八千一英

HONGKONG, THURSDAY, JUNE 5, 1879.

日六十月四年卯己

PRICE, \$24 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane,
Lombard Street, GEORGE STREET &
Co., 30, Cornhill. GORDON & GOTON,
Ludgate Circus, E. C. BATHE, HENRY
& Co., 4, Old Jewry. R.C. SAMUEL
DRAGON & Co., 150 & 154, Leadenhall
Street.

PARIS AND EUROPE.—LEON DE ROSY,
19, Rue Monceur, Paris.

NEW YORK.—ANDREW WIND, 138, Var-
sau Street.

AUSTRALIA, TASMANIA, AND NEW
ZEALAND.—GORDON & GOTON, Mel-
bourne and Sydney.

SAN FRANCISCO and American Ports
generally.—BROWN & BLACK, San Fran-
cisco.

SINGAPORE AND STRAITS.—SAYLE &
Co., Square, Singapore. O. HEINZER
& Co., Manila.

CHINA.—MACAO, MESSRS A. A. DE MELLO
& Co., SICAO, CAMPBELL & CO.,
AMoy, WILSON, NICHOLLS & CO.,
FOOTWATER, HEDGES & CO., Shanghai,
LAKE, CRAWFORD & CO., and KELLY
& WALSH, Yokohama, LAKE, CRAW-
FORD & CO.

Banks.

HONGKONG & SHANGHAI BANKING
CORPORATION.

PAID-UP CAPITAL,.....5,000,000 Dollars.
RESERVE FUND,.....1,300,000 Dollars.

COURT OF DIRECTORS.

Chairman—W. H. FORBES, Esq.
Deputy Chairman—Hon. W. KESWICK,
E. R. BELLIOS, Esq.
H. L. DALEYMPLE,
Esq.
F. D. SASOON, Esq.
H. HOPFUS, Esq.
A. MOLVER, Esq.

CHIEF MANAGER.

Hongkong,.....THOMAS JACKSON, Esq.
MANAGER
Shanghai,.....EWEN CAMERON, Esq.
LONDON BANKERS.—London and County
Bank.

HONGKONG.

INTEREST ALLOWED.
On Current Deposit Account at the rate
of 2 per cent. per annum on the daily
balance.

For Fixed Deposits:
For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities,
and every description of Banking and
Exchange business transacted.

Drafts, granted on London, and the
chief Commercial places in Europe, India,
Australia, America, China and Japan.

T. JACKSON,
Chief Manager.

Offices of the Corporation,
No. 1, Queen's Road East.
Hongkong, February 15, 1879.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

RATES OF INTEREST ALLOWED ON FIXED DEPOSITS.

At 3 months' notice 3½ per Annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

On Current Accounts at Rates which
can be ascertained at their Office.

D. A. J. CROMBIE,
Acting Manager.

Oriental Bank Corporation,
Hongkong, November 28, 1878.

CHARTERED BANK OF INDIA, AU- STRALIA, AND CHINA.

CAPITAL,.....\$300,000.
RESERVE FUND,.....\$160,000.

Bankers:

THE BANK OF ENGLAND.
THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONGKONG
grants Drafts on London and the
chief Commercial places in Europe and the
East; buys and receives for collection Bills
of Exchange, and conducts all kinds of
Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON De- POSITS.

On CURRENT ACCOUNTS, 2 per cent. per
Annum on the daily balance.

On FIXED DEPOSITS:
For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

Banks.

COMPTOIR D'ESCOMpte DE PARIS.
(Incorporated 7th & 18th March, 1848.)

RECOGNISED by the INTERNATIONAL
CONVENTION of 30th April, 1862.

CAPITAL FULLY PAID-UP,.....£3,200,000.
RESERVE FUND,.....£800,000.

HEAD OFFICE—14, RUE BERGERE,
PARIS.

AGENCIES and BRANCHES at:
LONDON, BOURBON, SAN FRANCISCO,
MARBELLES, BOMBAY, HONGKONG,

LYONS, CALCUTTA, HANKOW,
NANTES, SHANGHAI, FOOCHOW.

LONDON BANKERS:
THE BANK OF ENGLAND.
THE UNION BANK OF LONDON.

The Hongkong Agency receives Fixed
Deposits on Terms to be ascertained on
application, grants Drafts and Credits on
all parts of the World, and transacts every
description of Banking Exchange Business.

E. G. VOUILLEMENT,
Manager, Shanghai.

Hongkong, May 20, 1879.

CHARTERED MERCANTILE BANK
OF INDIA, LONDON & CHINA.

(Incorporated by Royal Charter.)

THE following Rates of Interest are
allowed on FIXED DEPOSITS:

For 12 months, 5 per cent. per annum.
" 6 " 4 per cent. "
" 3 " 2 per cent. "
" 12 " 5 per cent. "

H. H. NELSON,
Manager.

Hongkong, May 31, 1879.

NOTICE.

ORIENTAL BANK CORPORATION.

THE AGENCY of this BANK at Foo-
chow will be CLOSED and WITH-
DRAWN from 1st July next.

CURRENT DEPOSIT ACCOUNTS and FIXED
DEPOSIT RECEIPTS will be PAID them AT
ONCE with INTEREST to Date, or trans-
ferred to this Branch at the Exchange of
the Day at the option of Constituents.

GEO. O. SCOTT,
p. Manager.

Oriental Bank Corporation,
Hongkong, May 28, 1879.

For Sale.

F O R S A L E

JULES MUMM & Co.'S CHAMPAGNE,
in Quarts and Pints.

GIBB, LIVINGSTON & Co.

Hongkong, May 26, 1879.

SELLING OFF.

AS it is necessary to Effect a COM-
plete CLEARANCE by the end of

the present month,—The whole of

LAMMERT ATKINSON & Co.'S
REMAINING

VARIED STOCK—

comprising:

FAMILY STORES.

WINES.

SPRITS.

ALES.

BOOKS.

ELECTRO-PLATED WARE.

GLASSWARE.

CROCKERY.

SHIPCHANDLERY.

&c., &c., &c.

Will be sold at FURTHER GREATLY RE-
DUCED PRICES.

Hongkong, June 4, 1879.

Intimations.

NOTICE.

PENINSULAR & ORIENTAL STEAM NAVIGATION COMPANY.

DURING the Next THREE MONTHS

the Company's Steamers from CHINA
will proceed direct to LONDON, leaving
Hongkong on the following Dates—

3rd June,.....8.8. Lombardy.....tons 2728

17th July,.....Zamboe.....2431

1st July,.....Teharan.....2589

16th ".....Khedive.....2742

29th ".....Malta.....2933

12th Aug.,.....Kaisar-i-Hind.....4028

26th ".....Cathay.....3982

9th Sept.,.....Bokhara.....3932

A. MOLVER,
Superintendent.

Hongkong, May 22, 1879.

DENTAL NOTICE.

D. R. ROGERS will visit SHANGHAI

during the Summer Months, leaving

HONGKONG on the 1st of April next, and

returning about 1st November.

Hongkong, February 10, 1879.

Intimations.

NOTICE.

HYDROGRAPHIC NOTICE.

APPROACHES TO HONGKONG—TYTAMI CHANNEL.

POSITION OF DANGER.

Lat. 21° 57' 36" N. Long. 114° 07' 59" E.

Left Extreme Tytami Island, N. 30° W.

Right Extreme " do. N. 58° E.

Least Water on the Reefs (reduced to low

Water Springs) 13 feet.

CLEARING MARKS.

No Vessel should stand to the North-
ward of a line joining the S.E. point of

Yechau Island with the centre of Guyane
Island (bearing respectively from each
other N. 67° E. and S. 67° W.) until

Ehau Head opens clear of S.W. point of
Tytami Island bearing N. 4° W.

This Rock is about 50 feet Long East
and West, and 20 feet North and South.

Between the Rock and the Island the
Soundings vary from 8 to 10 fathoms.

(Signed) G. KING HARMAN,
Lieut. and Navigator
H.M.S. "Mosquito."

Approved
(Signed) GEO. A. G. GREY,
Lieut. and Commander
H.M.S. "Mosquito."

Hongkong, 8th May, 1879.

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This Notice affects Admiralty Chart No. 2212

and Sailing Directions for the China Sea Vol.

III, page 78.

NOTICES of FIRMS.

NOTICE.

FOR SWATOW, AMOY & FOOCHOW.

The Steamship

"DOUGLAS"

Capt. Young, will be de-
spatched for the above Ports

on SUNDAY, the 8th instant, at 10 a.m.

For Freight or Passage, apply to

DOUGLAS LAPRAIK & Co.

Hongkong, June 4, 1879.

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Intimations.

NEWS FOR HOME.

The Overland China Mail.

(The oldest Overland Paper in China.)
PUBLISHED AT THE "CHINA MAIL" OFFICE
IN TIME FOR THE ENGLISH MAIL.

Containing from 72 to 84 columns of closely
printed matter.

THIS Mail Summary is compiled from the Daily China Mail, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collated from the journals published at the various ports in those Countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per copy (postage paid 56 cents), \$12 per annum (postage paid \$13.50).

Orders should be sent to GEO. MURRAY BAIN, China Mail Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

Terms of Advertising, same as in Daily China Mail.

NOTICE.

THE Interest and Responsibility of the Undersigned in the Chinese Mail, 华字四四 (Wai Tze Yut Po), CEASED from the 1st August, 1877.

GILUN AVIN

Hongkong, April 6, 1878

NOTICE.

In Reference to the above, the Undersigned has LEASED the Chinese Mail from the 1st August, 1877, and has engaged the services of Mr LEONG YOOK CHUN, as Translator and General Manager of the newspaper, which under its new régime will be found to be, as hitherto, an excellent medium for advertising, especially as the Manager is able to devote his whole attention to the conduct of the Newspaper.

KONG CHIM,

Lessee of the Hongkong Chinese Mail.
Hongkong, April 6, 1878.

NOTICES TO CONSIGNEES.

FROM HAMBURG, PENANG AND SINGAPORE.

THE Steamship Electra, Capt. BÜHME, having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed and stored at their risk into the Godowns of the Undersigned, whence and/or from the Wharves or Boats delivery may be obtained.

Optional Cargo will be forwarded unless

Notice to the contrary be given before 4 p.m. To-DAY.

Cargo remaining undelivered after the 6th of June will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

SIEMSEN & Co., Agents.

Hongkong, May 81, 1879.

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FROM CALCUTTA, PENANG AND SINGAPORE.

THE Steamship Aratoon Ajar, Capt. MACTAVISH, having arrived from the above Ports, Consignees of Cargo by her are requested to send in their Bills of Lading to the Undersigned for counter-signature, and to take immediate delivery of their Goods.

Cargo impeding the discharge will be at once landed and stored at Consignees' risk and expense.

DAVID SASSOON, SONS & Co., Agents.

Hongkong, June 8, 1879.

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FROM SAN FRANCISCO AND YOKOHAMA.

THE Steamship Alaska, Captain SEABURY, having arrived from the above Ports, Consignees of Cargo by her are hereby requested to send in their Bills of Lading to the Undersigned for counter-signature, and take immediate delivery of their Goods.

Cargo impeding her discharge will be at once landed and stored at Consignees' risk and expense.

The above Steamer having incurred General Average, Consignees of Cargo and Treasure are notified that a General Average Bond is now lying at our Office and will require their Signature before delivery.

RUSSELL & Co., Agents.

Hongkong, May 10, 1879.

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COMPAGNIE DES MESSAGERIES MARITIMES.

NOTICE TO CONSIGNEES.

CONSIGNEES of the following Cargo are requested to send in their Bills of Lading to the Undersigned for counter-signature, and take immediate delivery. This Cargo has been landed and stored at their risk and expense.

No Fire Insurance has been effected.

Ex Yangtze.

W. F. (in gross) Order, 1 case Haberdashery, from London.

SW (in square) Nos. 10/14, Order, 5 cases

T. S. Do, &c., from London.

AME (in diamond) Nos. 16/17, Or, 2 cases

T. J. & W. F. Flannel, from London.

LBC 24, 1 case Merchandise.

M. M. 8 duns Paint Oil.

K. No. 18, 1 case Merchandise.

G. DE GAMPPEAUX,

Agent.

Hongkong, June 4, 1879.

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To-day's Advertisements.

GENERAL BALANCE SHEET
OF THE
NATIONAL BANK OF INDIA,
LIMITED.

For the Year ended 31st December, 1878.

LIABILITIES.

Dr. Capital, consisting £ s. d. £ s. d.
of 37,320 Shares of £12 each, paid up 10,650 0 0
Less 100 Shares of £2 each, originally sub-
scribed for, but not taken up 1,250 0 0

465,250 0 0
To Reserve Fund 20,000 0 0

To Amount due on Current and
Fixed Deposit and other Ac-
counts 1,894,666 2 8

To Bills Payable 874,252 18 1

To Profit and Loss Account, as
under 13,583 9 5

23,677,722 10 2

To Liability on Bills receivable,
less discounted, etc. 1,600 12 12
etc. of which, up to this date, 2,669,937 lbs. 4d. have run off.

Cr. ASSETS.

By Cash on hand and
at Banks 315,966 7 2

By Bullion 168,356 1 8

By Government Secu-
rities 566,581 8 6

1,051,003 16 11

By House Property, Furniture,
and Stamp 51,926 14 6

By Bills of Exchange 1,711,152 12 4

By Loans on Government and
other Securities 458,689 6 5

£8,267,772 10 2

DEPARTURES.

June 5, Faugh Balaugh, for Chefoo.
Fulda, for Camb.
Ching-too, for Guam.
Alice E. Dickerman, for Nagasaki.
Killarney, for Swatow.
Fuyuen, for Shanghai.
Churruca, for Manila.
Diamante, for Manila.

CLEARED.

Perla de Oceano, for Soolo.
Electra, for Shanghai.
Chamron Kamrize, for Bangkok.
Aurora, for Bangkok.
Cheung Hock Kian, for Swatow.
Conquest, for Holhew.

ARRIVED.

Per Hindostan, from Straits, 57 Chinese.
Departed.

Per Killarney, for Swatow, 133 Chinese.
Per Fuyuen, for Shanghai, 68 Chinese.

SHIPPING REPORTS.

The British steamer Hindostan reports:—After leaving Singapore experienced moderate N.E. monsoon and fine weather up to lat. 17° N., from thence to arrival strong N.E. winds and sea.

The German steamer Bellona reports:—Variable winds with heavy squalls to the Paracels, thence to port fresh N.E. wind with high sea.

The American barque Miriam reports:—From 29th May to 3rd June fresh N.E. winds with much rain; remainder of passage fine with light E.N.E. winds and strong current setting to the E.N.E.

POST OFFICE NOTICES.

MAILS will close:

For SWATOW AND AMOY.—
Per Cheung Hock Kian, at 11.30 a.m.
To-morrow, the 6th inst.

For FOOCHOW.—
Per Brisbane, at 11.30 a.m., on Friday,
the 6th inst.

For NAGASAKI & HIAGO.—
Per Charlton, at 4.30 p.m., on Friday,
the 6th inst.

For STRAITS SETTLEMENTS.—
Per Adrio, at 4.30 p.m., on Friday, the
6th inst.

For SWATOW.—
Per Yettong, at 5 p.m. To-morrow, the
6th inst.

For SAIGON.—
Per Penedo, at 8 a.m., on Sunday, the
8th inst., instead of as previously
notified.

For SWATOW, AMOY, & FOOCHOW.—
Per Douglas, at 8.30 a.m., on Sunday,
the 8th inst.

For PORT DARWIN, COOKTOWN,
SYDNEY, & MELBOURNE.—
Per Atholl, at 3.30 p.m., on Tuesday, the
10th inst.

MAILS BY THE FRENCH PACKET.

The French Contract Packet Tigre, will be despatched on TUESDAY, the 10th June, with Mails to and through the United Kingdom and Europe, via Naples; to Saloon, Strait Settlements, Batavia, Burmah, Ceylon, India (via Madras), Australia, New Zealand, Tasmania, Fiji, Aden, Seychelles, Réunion, Mauritius, Suez, and Alexandria. This is the best opportunity for forwarding Correspondence to E. Africa, the Cape, St. Helena, and Ascension.

The usual hours will be observed in closing the Mails, &c.

MAILS BY THE TORRES STRAITS PACKET.

The Australian Contract Packet Bowen will be despatched from Hongkong, on THURSDAY, the 12th instant, with Mails for Singapore, Thursday Island, Cocktown, Cleveland Bay, Bowen, Keppel Bay, Brisbane, Sydney, Tasmania, New Zealand, Fiji, and Melbourne.

Correspondence can be registered till 1.15 p.m.

The Mails will be closed at 1.30. Supplementary mail on board with 18 cents fee till time of departure.

Correspondence for Southern and Western Australia can be sent by route if desired, but as a general rule it is better to send it via Galle.

Hongkong, June 4, 1879.

MAILS BY THE BRITISH PACKET.

The British Contract Packet Zaire, will be despatched on TUESDAY, the 17th Inst., with Mails to and through the United Kingdom and Europe via Brindisi or Southampton; to the Straits Settlements, Batavia, Burmah, Ceylon, India, Aden, Egypt, Malta, and Gibraltar.

N.B.—This Packet carries no mails for the Australian Colonies, S. or S. Africa, nor for Mauritius.

LONDON, 28th March, 1879.

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TO LET.

DUART, ARBUTHNOT ROAD, at present in the occupation of Messrs GILMAN & Co. Immediate Possession, for four months certain, at a Rental of \$100 per month.

Apply to STEPHENS & HOLMES,
Solicitors.
2, Club Chambers, June 5, 1879.

Not Responsible for Debts.

Neither the Captain, the Agents, nor Owners will be Responsible for any Debt contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

GOLDEN FLEECE, British barque, Capt. James Wiltshire.—Vogel & Co.

ALEXA, British barque, Captain George Rob.—Jardine, Matheson & Co.

VESTITUS, American barque, Captain F. W. Cal.—Order.

JOHN R. STANHOPE, American barque, Capt. H. G. Pillsbury.—Arnhold, Karberg & Co.

KILLARNEY, British steamer, Captain Henry O'Neill.—Gibb, Livingston & Co.

ALICE E. DICKERMAN, American 3-m. schooner, Captain Wm. J. Bugent.—Order.

EXCELSIOR, American barque, Capt. D. B. Eddy.—Captain.

HAWTHORN, British barque, Captain C. Mead.—Wiseley & Co.

ECHO, British barque, Captain G. W. Toler.—Arnhold, Karberg & Co.

BRUNETTE, British barque, Capt. Wm. Dow.—G. R. Stevens & Co.

MIRIAM, American barque, Captain A. H. Parker.—Adamson, Bell & Co.

SHIPPING.

ARRIVALS.

June 5, Hindostan, British steamer, 931.
Robt. J. McConnell, Calcutta May 18.

Penang, and Singapore 29, General

DAVID SASSOON, Sons & Co.

June 5, Amoy, British steamer, from

Canton.

June 5, Bellona, German steamer, 750.

Ahrenz, Bangkok May 29, Rice.—SIEMSEN & Co.

June 5, Registro, Spanish schooner, 214.

say, indignation, of the general public, and especially of scores of Chinese, Malays and others, who were coming forward to supply information as to the shortcomings of the Police. Now, when these gentlemen embarked, there were about 18 witnesses waiting to be examined at the Government Offices. Several of these had come from a distance, in reply to the notices circulated, calling upon the public to come forward and state their grievances. To say the least, we cannot avoid calling the treatment these men received as anything but courteous; and the sudden closing of the Commission has led a good many to come to the conclusion that the Commissioners literally buried the enquiry. Be that as it may, they cannot be said to have held anything like a thorough investigation into the state of the Police Force here; and considering that the people, unlike Singaporeans, were coming forward spontaneously to give evidence, it is as astonishing as it is incomprehensible to us why they elected to follow the course they have taken. In conclusion, we have only to record that, as a final act of inconsolable folly, a message was circulated by the Commissioners to the effect that Mr. Ormanney, the Superintendent of Police, would hear any complaints that people might wish to make against the force under his charge. This looks more like a joke than an act of a body of rational men desiring to glean knowledge as to the shortcomings of such a demoralised body of men as the Penang Police have come to be regarded of late, and that there are some grounds for their being considered such, we are certain the Commissioners cannot possibly deny. The misdeeds of a few have doubtless given rise to the opinion that all are faulty, unjust, doubtful, as this conclusion is, it is still not unreasonable that it should be arrived at under the circumstances.

SAD CASE OF SUICIDE.

INQUEST.

The adjourned inquest on the body of James Riddell, mate of the junk Wreckers, was resumed to-day. Messrs. W. Vinton, G. Baynard and W. Ross comprised the Jury.

Dr. Wharry was examined; he said:—The deceased was brought to the hospital at midnight on the 2nd inst.; I examined the body on the 3rd. It had been dead about 24 hours. It was that of a European male, about 30 years of age, fairly well nourished. There were no marks of violence on the body. I opened the body and found the stomach much congested, and a small quantity of pinkish semi-opaque fluid; the kidneys were congested; and from the state of the internal organs, and the evidence of the Captain, I should judge that death resulted from an overdose of ether.

In reply to the Coroner, the Doctor said:—I think, judging from the evidence of the Captain, deceased was suffering from delirium tremens; a person so suffering would seldom be in his right mind.

The Jury said they were satisfied with the evidence. The deceased was evidently in an unsound state of mind when he took the ether. A verdict of "suicide whilst in an unsound state of mind" was recorded.

SUPREME COURT.

IN ORIGINAL JURISDICTION.
(Before His Lordship the Chief Justice.)

Thursday, June 5.

LO HOK PING & PANG AHIM, AND CROSS-ACTION.

The above-named case, and the cross-action were heard together. The opening proceedings are reported in our last night's paper. Lo Hok Ping, comrade of the Hongkong and Shanghai Bank, sued Pang Ahim for the specific performance of a contract by which the latter purchased the premises and plant of the Oriental Sugar Refinery of this place, for \$170,000, of which \$20,000 had been paid. A cross-action was brought for the refund of the \$20,000 and another \$20,000 damages alleged to have been caused by the failure of Lo Hok Ping to carry out the contract.

Mr. Hayllar, instructed by Mr. Johnson of Messrs. Sharp, Toller and Johnson, appeared for the plaintiff (Lo Hok Ping); the Acting Attorney General (Mr. Russell), instructed by Mr. Denny, appeared for the defendant.

To-day the following evidence was taken:—

P. J. Xavier, bailiff's officer:—I recollect taking possession of the goods and chattels of the Oriental Sugar Refinery, in July last, under instructions from Mr. Toller, and on behalf of Lo Hok Ping. Same day I served on Mr. Kier a document marked "G," which was my authority, and demanded payment of certain money. No answer was given, verbal or otherwise. I handed over possession to Mr. Williamson, of Messrs. Adamson, Bell & Co., on August 29th.

He Koo:—I was one of the partners of the Oriental Sugar Refinery formerly. I recollect in 29th July last receiving a notice demanding payment of certain money. I cannot now find that notice, although I have searched carefully for it. I produced an exactly identical notice served on one of the partners, Mr. Taylor, attorney for Mr. Dawson. I was general manager of the business, and as such knew what notices, in precisely the same terms as this, were served on the other partners. I compared this notice with mine at the time, reading the two over within a few hours of each other. I got this paper (marked "H") from Mr. Taylor, this morning. That demand was not complied with. I have the same statement to make with regard to document "I" produced (notices as to the mortgage). The money was not paid on either.

Cross-examined:—Messrs. Adamson, Bell & Co. worked the premises for some time after this. They were working the place under a deed.

T. G. Williamson:—I am sole manager here for Messrs. Adamson, Bell & Co. On the 22nd May we entered as lessors of the Oriental sugar Refinery (lease put in and marked "J"). We subsequently made an arrangement with Lo Hok Ping (agreement dated 17th August 1878 marked "K") put in. On the 30th September we placed in a document a man named Chee Kwan, under whom he would carry on the business with him, and he actually got sufficient persons

and is now. I have some property of my own there. I produce a letter addressed to us, on 29th August, by Messrs. Sharp, Toller, and Johnson (marked "M").

Witness, to the Court:—On the authority of this letter I sent a man to take possession on the 29th August.

Examination-in-chief continued:—We continued working up to a certain date, after which we left Chee Kwan in possession.

Mr. Hayllar, his Lordship considering the position of this man in possession doubtful, explained that Messrs. Adamson, Bell & Co. had simply been their agents; they were unwilling to keep the place standing at a loss; they took possession as a common sense act, and Messrs. Adamson, Bell & Co. were simply their agents, bringing capital and credit to work the concern.

Witness to the Court.—Xavier took possession of what he claimed only; not interfering with our own property there; but that would be sufficient to stop the work.

I cannot say the work was actually stopped. We made an arrangement with the mortgagors at once; the deed is dated August 17th. Under that deed I used the machinery, although Xavier continued formally to be in possession, until, on the 29th August, I got this letter from Sharp, Toller & Johnson: Chee Kwan was then put in possession, 3rd September. It was because I received the letter I now produce that I gave Chee Kwan the document "L".

Cross-examined:—I cannot remember whether the works really did cease or no. I knew from conversation with Mr. Toller that Xavier came into possession that such a deed as "K" should be drawn, and the terms agreedon. Xavier was in possession of Lo Hok Ping's machinery, and Messrs. Adamson, Bell & Co. of the land and their own machinery, between the 29th August and the 3rd September. It may be that I went down on the 29th August and took possession from Xavier that day. Referring to Xavier's evidence, I believe I did, but I sent no man to represent us and be in possession till the 3rd September. I had the ostensible control. I was there as trustee from 22nd May to the lapse of the second agreement, dated 17th August; it expired January 29th. The work stopped working about November. We had commission on the business done.

This was Mr. Hayllar's case.

His Lordship, before proceeding with the case, hoped the Counsel in the case had not misunderstood him yesterday, as he appeared to have been misunderstood in a other quarter. Reading from the *Daily Press*, he explained in what he had been misrepresented in two points.

Mr. Hayllar and Mr. Russell both stating that they quite understood his Lordship at the time, the case proceeded.

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His Lordship asked whether, considering the sweet nature of their differences some arrangement could not be made.

Mr. Russell was afraid his side could not do much. They were here to resist the specific performance of this contract on grounds which he believed, would satisfy the Court. The sale took place on the 22nd February, which was a Saturday; the Sunday, of course, intervened; and on the Monday they had a lawyer's letter.

His Lordship explained that he simply desired to prevent all the sugar getting out of the case. If he gave a decision here, no matter what its nature, it would be the subject of a tremendous appeal to London, for neither party, he was satisfied, would submit to an adverse decision; and all the sugar would then be turned to vinegar.

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Mr. Russell replied that he could prove it all. In consequence of what took place between these two, Pang Ahim and Lo Hok Ping were brought together by the agents of the latter. After several interviews it was agreed between them that a fair value was to be paid for the property of the Oriental Sugar Refinery here was \$170,000, and at that price plaintiff agreed to sell and defendant agreed to purchase the property. They went to Mr. Bererton's office together, accompanied by Mr. Yu Li Un, who was manager of Lo Hok Ping's business, and in all general matters his "guide philosopher and friend." This Yu Li Un was an educated man, one brought up at the Central School, an intelligent man who spoke English very well, for he had frequently conversed with him, and wrote English too; this man had been for many years in the Registrar General's office, and from that had a greater acquaintance with legal forms and such like than was general. After the agreement was drawn up, Pang Ahim set about getting up a set of partners who would carry on the business with him, and he actually got sufficient persons

to subscribe. A memorandum of partnership was drawn up by Messrs. Sharp, Toller and Johnson for those who were to form the company; but the whole thing eventually fell through (memorandum of agreement put in). His client had been charged with a want of equity; it had been said he wanted to wriggle out of the bargain and that he had no money to carry out what they had undertaken. The fact was he had the money ready, that is he had made arrangements by which there was every reason to believe he would get the money. He had every reasonable hope of being able to carry out everything he undertook, and would only have been too anxious to "wriggle" into the premises, and carry on what would be a good paying business. But he was prevented from doing this by the plaintiff, who put the premises up at a different figure from that at which he had promised to transfer them to his client. The other side broke their contract, in fact, and made it impossible for his client to raise the money for which he had arranged. Lo Koo had apparently got possession of this property in rather a hurried manner, and not satisfied with it, and wanted to get rid of it altogether. While they were doing this to ruin all his prospects of getting a company fairly started, he had gone so far as to consult Mr. Sharp, and had a memorandum of partnership drawn up. Some reports got abroad, and, one after another, those who were to support him withdrew. Pang Ahim's friends told him:—"You have been made a fool of by Lo Hok Ping."

Mr. Hayllar objected to this, and His Lordship again remarked that none of this was proved.

Mr. Hayllar said if his learned friend was to bring before the Court what his client's friends said to him, he would have the right to state what Mr. Lo Hok Ping's friends said to him. Xavier continued formally to be in possession, until, on the 29th August, I got this letter from Sharp, Toller & Johnson: Chee Kwan was then put in possession, 3rd September. It was because I received the letter I now produce that I gave Chee Kwan the document "L".

Cross-examined:—I cannot remember whether the works really did cease or no. I knew from conversation with Mr. Toller that Xavier came into possession that such a deed as "K" should be drawn, and the terms agreedon. Xavier was in possession of Lo Hok Ping's machinery, and Messrs. Adamson, Bell & Co. of the land and their own machinery, between the 29th August and the 3rd September. It may be that I went down on the 29th August and took possession from Xavier that day. Referring to Xavier's evidence, I believe I did, but I sent no man to represent us and be in possession till the 3rd September. I had the ostensible control. I was there as trustee from 22nd May to the lapse of the second agreement, dated 17th August; it expired January 29th. The work stopped working about November. We had commission on the business done.

This was Mr. Hayllar's case.

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His Lordship remarked that this point would make a splendid law suit by itself.

The Court adjourned at 4.30 till 10.30 to-morrow morning.

Police Intelligence.

(Before the Hon. O. B. Plunket.)

Thursday, June 5.

CHARGE OF STEALING A WATCH AND CHAIN.—THE RESULT OF A DRINKING BOUT.

John Frederick Garrett Kelly, a seaman unemployed, and Mariano Fernandes, bar-keeper "London Inn," were charged, the first with stealing a gold watch and chain, valued at \$200, the property of Captain Archibald Gillespie Walker, and the second with receiving the same, knowing them to have been stolen.

Archibald Gillespie Walker was first examined. He said:—I am master of the steamer *Norna*, and am at present living on shore. Yesterday, at about 4 or 5 p.m., I went to the Sailors' Home. I believe I was the worse for liquor at the time. I had my watch and chain on, and recollect being in the company of the first prisoner in the Canteen. I do not know anything about how I lost my watch, nor do I recollect how I got home. When I awoke this morning, I missed my watch and chain. I next saw it about half-past 7 o'clock this morning, in the possession of Inspector Thomson, at No 7 Police Station. The watch and chain are worth \$200; I paid that much for them to Mr. Gaupp in September of last year.

Mr. Plunket said he thought he would be quite right in dismissing the case. It appeared pretty clear to his mind that Kelly had taken the watch to take care of. All parties appeared to have been drinking together, and it was plain that Kelly had not wanted to steal the watch.

Inspector Thomson pointed out to His Worship that Kelly had denied all knowledge of the watch and chain last night.

His Worship said he was aware of that. He repeated that all the parties had been drinking together, and Kelly did not act like a person who wanted to steal. He had shewn the watch to the first person he met on the stairs, and had handed it over to a man to take care of. He ought, of course, to have handed it over to the Steward of the Home; but Captain Walker might consider himself fortunate that he had got his watch and chain back, although he had lost

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[No. 496] JUNE 5, 1879.

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Hongkong, May 9, 1879.

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OF FICES,
PRAIA CENTRAL,
now occupied by MESSRS. NORTON & CO.,
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Hongkong, May 26, 1879.

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GODOWNS:
Goods of every description Landed and
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To BE LET.

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Apply to

T. G. GLOVER,
No. 7, Queen's Road Central.
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To Let.

ON MARINE LOT NO. 65, formerly known as the "Blue Houses," Praia East—A GROUND FLOOR, A FIRST and A SECOND FLOOR, either separately or together. FIRST-CLASS GODOWNS.
Apply to
MEYER & Co.
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To Let.

HOUSES—No. 9, ZETLAND STREET, and No. 7, PEDDAR'S HILL.
DAVID SASSOON, SONS & Co.
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THE PARSEE VILLA, ROBINSON ROAD, furnished. Possession from 1st July next. Rent moderate. For particulars, apply at

THE OFFICE OF THIS PAPER.
Hongkong, May 30, 1879.

"ROSE VILLAS"—FURNISHED OR UNFURNISHED, BONHAM ROAD, WITH Large TENNIS LAWN.
Apply to
SHARP & DANBY,
No. 6, Queen's Road Central, late Messrs. E. D. SASSOON & Co.
Hongkong, May 10, 1879.

To Let.

OFICES in CLUB CHAMBERS.
Apply to
DOUGLAS LAPRAIK & Co.
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MARINE HOUSE—WEST.
SECOND FLOOR and a GODOWN.
OFFICES in Queen's Road, now under the occupation of MESSRS. WILSON & BIRD, and MESSRS. DAVIS & CO.
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Apply to
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PORTION of a HOUSE, very suitable for OFFICES and DWELLING, also for a STORE, Queen's Road Central, Possession 1st March next.
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THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY's Steamship ZAMBESI, Captain A. SIMONE, will leave this on TUESDAY, the 17th June, at noon.

For further Particulars, apply to
A. MCIVER, Superintendent.
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NOTICE

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MARITIMES,
PAQUEBOTS POSTE FRANCAIS.

STEAM FOR
SAIGON, SINGAPORE, BATAVIA,
POINT DE GALLE, COLOMBO,
ADEN, SUEZ, ISMAILIA, PORT
SAID, NAPLES, AND
MARSEILLES;

ALSO,
BOMBAY, MAHE, ST. DENIS, AND
PORT LOUIS.

ON TUESDAY, the 10th of June, 1879, at Noon, the Company's S. S. **TIGRE**, Commandant CHAMPENOIS, with **MAILS, PASSENGERS, SPECIE, and CARGO**, will leave this Port for the above places.

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

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Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m., on the 9th of June, 1879. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

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G. DE CHAMPEAUX,
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THE Undersigned, Agents for the above Company, are prepared to grant Insurances at current rates.

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THE Undersigned are prepared to grant Policies against FIRE to the extent of \$45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

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THE CHINA FIRE INSURANCE COMPANY, LIMITED.

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Hongkong, January 1, 1874.

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